

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (hereinafter "AGREEMENT") is made by and between Plaintiff FRANK NELSON (hereinafter "PLAINTIFF") and Defendant COUNTY OF LOS ANGELES (hereinafter "COUNTY"), in connection with Los Angeles County Superior Court case number TC 024128 (hereinafter "ACTION").

RECITALS

- a. The ACTION arises out of an October 21, 2009 accident in which PLAINTIFF was injured.
- b. COUNTY contests the allegations made by PLAINTIFF in the ACTION.
- c. Subject to and conditional upon review by necessary COUNTY officers and agencies, and upon approval of the County of Los Angeles Claims Board and Board of Supervisors, PLAINTIFF and COUNTY have elected to resolve the ACTION as between themselves by entering into a settlement agreement, the terms of which appear below.
- d. This AGREEMENT is intended to fully and finally resolve all controversies between and among the parties to the AGREEMENT which relate to the October 21, 2009 accident, the injuries, any death, and all damages sustained as a result of said accident, as well as all benefits paid to or on behalf of PLAINTIFF by any person, organization, or entity, and all the allegations in the ACTION or that arise from said accident.

NOW, THEREFORE, in consideration of the above recitals and the following promises set forth below, it is agreed:

1. **PAYMENT BY COUNTY:**

After PLAINTIFF's execution of this AGREEMENT and within 10 days, COUNTY shall tender to PLAINTIFF a settlement warrant or warrants in a total amount of Three Million Six Hundred Thousand Dollars (\$3,600,000.00) payable by warrant or warrants payable to "The Homampour Law Firm, Client Trust Account." After payment of liens, attorneys fees and costs, PLAINTIFF'S portion of the settlement funds will be paid into a POOLED SPECIAL NEEDS TRUST. Said tender of payment by COUNTY shall constitute full and final settlement of all claims asserted by PLAINTIFF in the ACTION as against COUNTY.

By directing COUNTY to tender payment in the form described above, PLAINTIFF acknowledges and agrees that COUNTY will have met all of its obligations to PLAINTIFF with respect to the above-described consideration upon payment of the same, and therefore PLAINTIFF and his attorneys of record, THE HOMAMPOUR LAW

FIRM, agree to indemnify, defend, and hold harmless COUNTY from any and all liability arising out of the payment of said consideration as described hereinbelow.

All sums set forth herein constitute damages on account of personal injuries or physical sickness within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended, arising from personal injuries or physical injuries or physical sickness that resulted from the claims and allegation made in the ACTION, and no portion of the proceeds paid under this AGREEMENT represent exemplary, punitive, or non-physical injury damages.

2. DISMISSAL OF THE ACTION:

Concurrently upon payment to PLAINTIFF of the settlement sum as described in ¶ 1. above, PLAINTIFF shall provide the attorneys of record for COUNTY with an executed Stipulation for and Proposed Order of Dismissal with prejudice as to the entire ACTION in favor of COUNTY. Conformed copies of said Dismissal shall be forwarded by COUNTY to all parties in the ACTION, after filing with and execution by the Court, upon entry of said Dismissal.

3. RELEASE FROM ALL CLAIMS AND LIABILITIES:

Except for the liabilities and obligations arising out of this AGREEMENT, PLAINTIFF hereby waives, releases, acquits and discharges from the beginning of time, and in and for the future, COUNTY and its Board of Supervisors, and their respective agents, employees, attorneys, representatives, successors, and assigns, of and from any and all sums of money, accounts, claims, demands, contracts, actions, liabilities, debts, controversies, agreements, damages, and causes of action whatsoever, of whatever kind or nature, whether known or unknown, contingent or liquidated, suspected or unsuspected, including wrongful death, and all known or unknown claims of bodily injury, personal injury, property loss, economic damages (including subrogation rights and claims), death, and noneconomic injuries and the consequences thereof which PLAINTIFF now owns, holds, has or claims to have against any or all named or unnamed DEFENDANTS, specifically, but not exclusively, and without limiting the generality of the foregoing, any and all claims, damages, demands and causes of action, known or unknown, contingent or liquidated, suspected or unsuspected, by reason of any matter or thing alleged or referred to, directly or indirectly, or in any way connected with or arising out of all or any of the matters, facts, events, occurrence, alleged or referred to in the litigation to which this AGREEMENT relates or in any of the recitals set forth in this AGREEMENT or which were or could have been raised in connection with the ACTION and this AGREEMENT except for enforceability thereof as provided in ¶ 21 hereinbelow. It is the specific and express intention of the parties hereto that this AGREEMENT disposes of all of PLAINTIFF's claims against all named or unnamed DEFENDANTS from the beginning of time to the future, and that the waivers and releases provided in this paragraph and set forth in ¶ 4. hereinbelow shall constitute, be

deemed, understood, and act as a full release of all past, present, and future claims that may arise from the hereinmentioned matters and issues as set forth in the recitals hereinabove or alleged, referred to in, or connected with the ACTION.

The foregoing Release is intended by the settling parties to be as broad as necessary to include any liability whatsoever between the parties hereto, including but not limited to any liability:

- (a) Which arises directly out of or is in any manner related to the accident that is the subject of the ACTION at any time or times whatsoever;
- (b) Which arises directly or indirectly out of or is in any manner related to the injuries, death, or damages alleged by PLAINTIFF in the ACTION, including without limitation those (if any) which may hereafter be acquired, directly or indirectly from such injuries, death, or damages;
- (c) Which arises directly or indirectly out of or is in any manner related to any of the matters, occurrences, or transactions which were raised or could have been raised in the ACTION, including without limitation any and all claims for compensatory, economic, non-economic, or other damages;
- (d) Which arises directly or indirectly out of or is in any manner related to the alleged acts or omissions of COUNTY, or the handling of PLAINTIFF's claims against COUNTY; and
- (e) Which arises out of the loss, destruction, or alteration of any item of potential evidence related to PLAINTIFF's claims in or associated with the ACTION.

4. WAIVER OF CIVIL CODE § 1542 AND ASSIGNMENT:

With respect to the specific subject matter of the AGREEMENT set forth in ¶ 3 above, PLAINTIFF hereby waives against COUNTY all rights under California Civil Code § 1542 which states in pertinent part as follows:

"A general release does not extend to claims which the creditor does not know or suspect exists in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The parties to this AGREEMENT understand and acknowledge the significance and consequence of the specific waiver of California Civil Code § 1542, along with the benefit and effect of California Civil Code § 1542, and hereby assume full responsibility for any and all injuries, damages, losses, expenses, and claims before and hereinafter incurred in relation to the aforementioned disputes and/or claims.

To the extent any claims by, through, or on behalf of PLAINTIFF against COUNTY arising out of the ACTION are not herein released, the same are assigned by PLAINTIFF in full to COUNTY.

5. LIENS AND INDEMNIFICATION:

PLAINTIFF hereby expressly promises and agrees to satisfy any and all medical, workers' compensation, or attorney's liens, known or unknown, out of the proceeds of the payment referred to in ¶ 1 hereinabove, including but not limited to any liens asserted or which may be asserted by Medicare or any government-sponsored or government-affiliated health care provider in any state, such as MediCal.

It is not the intention of COUNTY or PLAINTIFF to shift the responsibility for paying any future medical expenses which may be related to the PLAINTIFF's injuries and may be made the basis of a claim to the Federal Government. The Parties have considered and protected Medicare's interests in the settlement of this case.

No money is being set aside to cover future medical expenses which Medicare would otherwise cover in this case because no future medical costs directly associated with the injury are anticipated or asserted by PLAINTIFF.

Should it be determined in the future, after the date of execution of this Settlement Agreement, that set-asides for Medicare or future medical expenses which Medicare would otherwise cover, PLAINTIFF agrees to pay any such set-aside amounts to satisfy any Medicare medical funding and, further, PLAINTIFF agrees to be solely responsible for any such payments or reimbursements.

Further, PLAINTIFF agrees to be responsible for and pay any and all conditional payment claims/past liens which may be asserted by Medicare for any expenses paid by Medicare for PLAINTIFF's medical treatment.

PLAINTIFF agrees to indemnify, defend and hold COUNTY harmless from any potential request or cause of action by Medicare seeking payment of past, current, or future medical expenses expended on behalf of PLAINTIFF.

PLAINTIFF hereby waives any and all private causes of action which may exist against COUNTY under the Medicare Secondary Payer Statue related to the injuries alleged in connection with the ACTION.

PLAINTIFF hereby agrees to fully cooperate with COUNTY regarding any and all requests for information or documentation needed to comply with the Medicare Secondary Payer Act, including but not limited to PLAINTIFF's Social Security number and/or Medicare number. PLAINTIFF specifically agrees to provide such documentation and/or information timely and to execute any and all documents necessary for Medicare Secondary Payer Act compliance.

PLAINTIFF warrants and represents that all medical, hospital, and all other expenses incurred as a result of the accident giving rise to this ACTION have been or will

be litigated, resolved, and/or paid in full, and that evidence of this will be furnished upon COUNTY's request.

PLAINTIFF warrants and represents that all Medicare and/or Medicaid liens (if any) for health care benefits paid to or on behalf of PLAINTIFF relating to the accident giving rise to the ACTION have been repaid and/or will be resolved and paid by PLAINTIFF, and evidence of the payment or other resolution of such liens will be furnished to COUNTY upon request. PLAINTIFF will not seek repayment of any present and/or future obligations for Medicare and/or Medicaid benefits from COUNTY or from COUNTY's counsel. PLAINTIFF agrees and understands that neither COUNTY nor its counsel will have any obligation to repay Medicare or Medicaid for any present or future benefits relating to the accident giving rise to the ACTION or to injuries sustained by PLAINTIFF as a result of the accident giving rise to the ACTION.

PLAINTIFF agrees that COUNTY is authorized to disclose any and all information regarding specifics of this settlement, and information specific to PLAINTIFF, that is required or requested by the Centers for Medicare and Medicaid Services (CMS), or their agents or assigns, that is required under 42 U.S.C. § 1395y(b)(2) and/or 42 U.S.C. § 1395y(b)(8) and/or any law or regulation existing in conjunction with 42 U.S.C. § 1395y(b)(2) and/or 42 U.S.C. § 1395y(b)(8).

PLAINTIFF agrees to waive any and all potential or future claims against COUNTY arising out of any state or federal statute relating to medical care payments, including but not limited to any and all potential or future claims against COUNTY pursuant to any private attorney general right authorized under the Medicare Secondary Payer Statute at 42 U.S.C. § 1395y(b)(3) and/or any right of action under 42 U.S.C. § 1395y(b) et seq.

PLAINTIFF agrees to defend, indemnify, and hold harmless COUNTY from any claim by a medical care payor or provider which arises from the facts or injuries referred to in the ACTION.

PLAINTIFF warrants and represents that he will be responsible for litigating, resolving, and/or paying any outstanding liens or claims for reimbursement or subrogation for medical expenses, wage loss and/or disability benefits, or any other claims or liens, presently known or unknown, from the settlement proceeds provided by COUNTY to PLAINTIFF or by any other sources to satisfy such liens and claims. PLAINTIFF represents and warrants that he is not informed or aware of any such lien or liens as of the date of the execution of this AGREEMENT.

In the event that any action or other controversy is brought against COUNTY with regard to PLAINTIFF or in connection with any outstanding lien concerning the matters referred to in this AGREEMENT and/or PLAINTIFF's claims in the ACTION, PLAINTIFF warrants that he will indemnify, defend with attorneys of COUNTY's choice, and hold harmless COUNTY and each of its agents, employees, predecessors,

successors, attorneys, or assignees, from any and all claims, damages, liabilities, obligations, costs, expenses, liens, suits, actions, or causes of action.

6. WARRANTIES

PLAINTIFF additionally warrants and represents:

- (a) The extent of injuries and damages, if any, sustained by PLAINTIFF may be unknown and the settling parties understand, agree, and warrant that the release contained in this AGREEMENT extends to all unknown or unanticipated damages in amount or kind, as well as to those which are not known, disclosed, apprehended, or anticipated.
- (b) PLAINTIFF relies wholly on his own judgment and that of his attorneys of record as to the extent of the damages, if any, that PLAINTIFF has sustained. PLAINTIFF has not been influenced by any statement made by or on behalf of any of the other parties to this AGREEMENT as to the nature and extent of PLAINTIFF's injuries or damages, or to his right to recover for such injuries or such damages.
- (c) PLAINTIFF warrants and represents that he has read this AGREEMENT in full, and that he fully agrees to be bound the AGREEMENT's terms, conditions, and effects.
- (d) PLAINTIFF warrants and represents that he has either personally or through his attorneys of record completely investigated, to his full satisfaction, all the facts pertaining to the various claims, controversies, and disputes associated with the ACTION and is fully satisfied with the terms and effects of this AGREEMENT.

7. CONSIDERATION OF MEDICARE:

A. Release:

PLAINTIFF agrees to and hereby does release any right to bring any possible future action, at law, equity, alternative dispute resolution, or administrative proceeding under the Medicare Secondary Payer Statute against COUNTY, against COUNTY's Board of Supervisors, or against each and any of their respective agents, employees, predecessors, successors, attorneys, or assignees.

B. Indemnification:

PLAINTIFF, on behalf of himself and all his personal representatives, heirs, administrators, assignees, and successors in interest, in return for the consideration provided in the terms of this AGREEMENT, agrees to defend with attorneys of COUNTY's choice, to indemnify, and to hold harmless COUNTY, COUNTY's Board of Supervisors, and each and any of their respective agents, employees, predecessors, successors, attorneys, or assignees and to pay all claims, liens, demands, suits, liability,

damages, costs, expenses, or any other action however denominated with respect to any action at law, proceeding in equity, arbitration, alternative dispute resolution or administrative proceeding for any loss of diminution of Medicare or Social Security benefits, or as to any recovery the carriers, representatives, or assignees of Medicare and Medicaid Services may pursue, including, but not limited to and without limitation, recovery sought by Medicare for past, present, and/or future payments and/or liens based in any way on: (1) any injuries or damages PLAINTIFF sustained as alleged in the ACTION; (2) the distribution or use of any of the payments made by or on behalf of COUNTY pursuant to the AGREEMENT; (3) the settlement of the ACTION on behalf of PLAINTIFF; or (4) any other matter or decision made in connection with the ACTION as it relates to or through PLAINTIFF's claims.

PLAINTIFF further agrees to indemnify and defend COUNTY and to hold COUNTY harmless from the full amounts of any and all outstanding expenses, costs, claims, bills, subrogation interests, and liens of every kind and nature, including but not limited to statutory, common law, or tax liens filed or claimed by or owing to any person, firm, company, organization, or local, state, or federal public agency, including but not limited to health care providers, mental health care providers, attorneys, Medicaid, Medicare, or any other private or governmental agency, entity, or corporation, that are at the present time, or may any time in the future be asserted, brought, made, filed, or claimed by, through, or under PLAINTIFF, including without limitation all court costs, legal expenses, and attorneys' fees incurred in connection with same, against COUNTY arising out of or in any way related to the ACTION or the accident on which the ACTION is based.

PLAINTIFF further agrees to indemnify and hold COUNTY harmless from any fines, levies, penalties, judgments, or other monetary obligations imposed upon COUNTY or its counsel by the United States Government pursuant to Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 relating to any inaccurate or knowingly false information provided to COUNTY by PLAINTIFF or his counsel for compliance with Section 111. PLAINTIFF agrees that if he has knowingly or unknowingly misrepresented his Social Security and/or Medicare benefit status, he will indemnify and/or hold harmless COUNTY for any loss of Medicare benefit status, he will indemnify and/or hold harmless COUNTY for any loss of Medicare benefits, or for any recovery that the Centers for Medicare and Medicaid Services may pursue.

This indemnity is limited to the amount of consideration paid by COUNTY and it is further limited to claims brought by, through, or under PLAINTIFF.

In the event that any action, claim, demand, proceeding, or controversy is brought or commenced that entitles COUNTY to indemnity under the terms of this AGREEMENT, COUNTY shall give PLAINTIFF written notice through PLAINTIFF's attorney of record within a reasonable time after COUNTY is given notice of such action, claim, demand, proceeding, or controversy.

8. ADVICE OF COUNSEL:

Each party to this AGREEMENT warrants and represents that the party has obtained, or has had the opportunity to obtain, the independent advice of legal counsel prior to signing this AGREEMENT. Each party executes this AGREEMENT voluntarily with full knowledge of its significance, and with the express intention of extinguishing all obligations, except as may otherwise be set forth herein.

9. COMPREHENSION OF DOCUMENT:

In entering into this AGREEMENT, PLAINTIFF represents that: (1) he has relied solely upon the legal advice of his attorneys, who are the attorneys of his own choice, and on the advice of any other legal, medical, or financial professional as PLAINTIFF or his attorneys may have deemed appropriate; (2) PLAINTIFF has not relied upon the representations of COUNTY, its attorneys, or any person or entity released herein in evaluating any claim, the subject of the ACTION, or in deciding whether to enter into this AGREEMENT; (3) the terms of the AGREEMENT have been carefully and completely read by PLAINTIFF; and (4) the terms of the AGREEMENT are voluntarily accepted and PLAINTIFF agrees to be bound by the terms of the AGREEMENT. The AGREEMENT shall become final, irrevocable, and absolute upon its execution. PLAINTIFF agrees that the terms and provisions of the AGREEMENT are not to be more strictly construed against COUNTY or its agents or representatives than against PLAINTIFF, and it is the intent of all signing parties that the AGREEMENT be construed as having the plain and ordinary meaning of the terms used herein.

10. DISCLAIMER OF LIABILITY

PLAINTIFF acknowledges and agrees that he accepts payment of the sums or other consideration specified in this AGREEMENT as a full and complete compromise of matters referred to herein involving disputed issues; that neither payment of the sums or other consideration by COUNTY nor the negotiations for this settlement (including all statements or communications) by COUNTY and its attorneys or representatives shall be considered admissions; and that no past or present wrongdoing or liability on the part of COUNTY or its agents, representatives, or attorneys shall be implied by such negotiations or payments.

11. SUCCESSORS AND ASSIGNS:

Each party to this AGREEMENT understands and agrees that the agreements, undertaking, acts and other things done or to be done by either party in relation to this AGREEMENT shall run to and be binding upon each party's heirs, successors, executors, administrators, and assigns.

12. COMPROMISE OF DISPUTED CLAIMS:

Each party to this AGREEMENT understands and agrees that by the execution of this AGREEMENT the parties hereto do not admit any liability on their part but instead agree that their settlement is the compromise of disputed claims and is made solely to avoid the cost and risk of continued litigation.

13. ENTIRE AGREEMENT:

This document contains the entire AGREEMENT and understanding of the parties concerning the subject matter of this AGREEMENT, and supersedes and replaces all prior negotiations and agreements, written or oral. Except as may be otherwise stated herein, this is an integrated AGREEMENT.

14. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT:

PLAINTIFF warrants and represents that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this AGREEMENT; that PLAINTIFF has the sole right and exclusive authority to execute this AGREEMENT and to receive the sums specified in it; and that PLAINTIFF has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this AGREEMENT.

PLAINTIFF warrants and represents that the actions, causes of action, claims, demands, damages and controversies described herein are free and clear of any pledges, claims, covenants, liens, or encumbrances (including, without limitation, any medical or hospital liens or workers' compensation liens) which may exist by way of subrogation or otherwise, in favor of any insurer, compensation fund, health care provider or payor, or any of them, that will not be satisfied from the settlement funds described in this AGREEMENT.

15. COSTS AND FEES:

PLAINTIFFS and COUNTY shall bear their own costs and attorneys' fees incurred in the ACTION and arising from this AGREEMENT, and the matters and documents referred to herein.

16. ENFORCEMENT AND CONSTRUCTION:

This AGREEMENT shall be enforced and construed pursuant to the laws of the State of California.

17. EXECUTION OF AGREEMENT BY COUNTERPARTS:

The parties' intention to join in and be bound by this AGREEMENT may be expressed in separate counterpart signature pages which will be considered as part of this AGREEMENT as though the original of said AGREEMENT had been executed by the parties simultaneously in one document on a single occasion, and such signatures may appear in a facsimile or electronic transmission with full force and effect as though signed in simultaneous execution of this AGREEMENT on a single occasion by all parties hereto.

18. COOPERATION:

The parties to this AGREEMENT will cooperate in all reasonable requests for any judicial or documentary act necessary to accomplish the completion of the terms of this AGREEMENT.

19. SEVERABILITY:

The invalidity or unenforceability of any particular provision of this AGREEMENT shall not affect the other provisions, and this AGREEMENT shall be construed in all respects as if any invalid or unenforceable provision were omitted.

20. AMENDMENT AND WAIVER:

This AGREEMENT may be amended, modified, or supplemented only by a writing executed by each of the parties hereto. Either party may in writing waive any provision of this AGREEMENT to the extent such provision is for the benefit of the waiving party. No waiver by either party of a breach of any provision of this AGREEMENT shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by the other party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

21. RETENTION OF JUDICIAL JURISDICTION:

The parties to this AGREEMENT stipulate that the Los Angeles County Superior Court and any judicial officer thereof may retain jurisdiction over the ACTION and independently over the parties hereto pursuant to Code of Civil Procedure § 664.6 to enforce the AGREEMENT until performance in full of the terms of the settlement and

the rights and obligations of the parties hereto as expressed in this AGREEMENT have been completed.

22. MAINTENANCE OF CONFIDENTIAL COMMUNICATIONS:

The parties to this AGREEMENT acknowledge that their communications preparatory to, during, after, and in conjunction with reaching the terms of this AGREEMENT remain confidential and inadmissible in evidence pursuant to Evidence Code § 1152 and any other statute related to confidentiality and admissibility of communications in mediation or settlement, except for the purpose of enforcing this agreement pursuant to ¶ 21 hereinabove.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AND RELEASE AGREEMENT (INCLUDING THE RECITALS AND PARAGRAPHS 1 THROUGH 22 HEREINABOVE) AND DO FULLY UNDERSTAND IT AND AGREE TO ITS TERMS.

Dated: 10/7/11

By: Frank Nelson
FRANK NELSON
Plaintiff

Witness #1
[Signature]
Witness #2
[Signature]

Dated: _____

By: _____
COUNTY OF LOS ANGELES
Defendant

Approved as to Form:
Dated: 10/7/11

By: [Signature]
THE HOMAMPOUR LAW FIRM
Arash Homampour, Esq.
Attorneys for Plaintiff
Frank Nelson

Approved as to Form:
Dated: _____

By: _____
COLLINS COLLINS MUIR + STEWART LLP
Douglas Fee, Esq.
Attorneys for Defendant
County of Los Angeles

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT

State of California

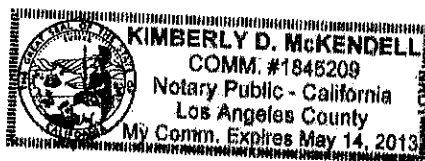
County of Los AngelesOn October 7, 2011 before me, Kimberly D. McKendell, Notary Public
(Name and Title of Officer)personally appeared Frank Nelson

(Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)-
is/are subscribed to the within instrument and acknowledged to me that he / she / they
executed the same in his / her / their authorized capacity(ies), and that by his / her /
their signature(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kimberly D. McKendellKimberly D. McKendell

Printed Name

Los Angeles County May 14, 2013

County in which Commissioned and Commission Expiration Date

(Seal)

OPTIONAL*The data below is not required by law, but could prevent fraudulent reattachment of this form.***Description of Attached Document**Settlement And Release Agreement

Title or Type of Document

10/07/2011

Date of Document

11

Number of Pages

Signer(s) Other Than Named Above